

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA

UNITED STATES OF AMERICA

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CIVIL ACTION NO. 19-1122

VS.

JUDGE \_\_\_\_\_

ARMENTOR FARMS, LLC,  
STEPHEN PHILLIP ARMENTOR  
And SHANNON MOORE ARMENTOR

MAGISTRATE JUDGE \_\_\_\_\_

COMPLAINT

The United States of America ("Plaintiff") for the Farmers Home Administration ("FmHA") now known as Farm Service Agency (FSA) of the United States Department of Agriculture, through William D. O'Regan III as Attorney for the United States of America, for its cause of action alleges:

1.

Jurisdiction in this action is predicated on 28 U.S.C. § 1345.

2.

Plaintiff is the holder in due course and owner of those certain promissory notes ("Notes") made payable to the order of FSA by Defendant(s) described as follows:

<u>DATE</u>	<u>TYPE</u>	<u>FACE AMOUNT</u>	<u>INTEREST RATE</u>
06-07-2016	OL(44-05)	\$110,160.54	1.375%
03-13-2012	Resch	\$121,800.00	1.375%
06-07-2016	OL (44-06)	\$148,858.01	1.375%
03-13-2012	Resch	\$164,800.00	1.375%

Copies of each Note are attached as **Exhibit #1** in globo.

3.

In order to secure their payment of the Notes, Defendant(s) executed in authentic form those acts of mortgage ("Mortgages") covering the property more fully described therein dated and filed for record in the mortgage records of Iberia Parish, Louisiana, as follows:

<u>DATE</u>	<u>REGISTRY NO.</u>	<u>TYPE</u>	<u>MORTGAGE BOOK/PAGE</u>
03-13-2012	12-002619	Real Estate/Iberia	1480/410
12-05-2013	13-0013478	Extension of RE Mortgage	1586/276
06-28-2016	16-006146	Extension of RE Mortgage	266/809
	23-12-0931	UCC-1F	
	23-14-3464	Amended	
	23-16-4563	Continued	

Copies of each Mortgage are attached as **Exhibit #2** in globo.

4.

Defendant(s) are in default on payment due under the Note(s), the entire balance is now due and payable as a result of acceleration of maturity of the unpaid principal and interest by Plaintiff or by virtue of the terms for payment of the Note(s), and all conditions precedent to the commencement of this action have been satisfied.

5.

There have also been certain costs advanced to the defendant (s) to protect the security property as follows:

	<u>RECOVERABLE COST ITEMS</u>	<u>AMOUNT</u>
44-94	RE Taxes	\$ 536.21
44-95	Title Opinion	\$1,250.00
44-96	Appraisal	\$ 800.00
44-97	Lien Search	\$ 40.00
44-98	RE Taxes	\$ 542.73
44-99	RE Taxes	\$ 577.39

6.

There is presently due and outstanding under the Notes and advances unpaid principal and interest accrued to 05-31-2019 in the following amounts;

<u>LOAN CODE</u>	<u>UNPAID PRINCIPAL</u>	<u>UNPAID INTEREST</u>
44-05	\$102,166.41	\$1,577.98
44-06	\$148,858.01	\$6,101.14
44-94	\$ 536.21	\$ 2.26
44-95	\$ 1,250.00	\$ 17.80
44-96	\$ 800.00	\$ 11.72
44-97	\$ 40.00	\$ .59
44-98	\$ 542.73	\$ 9.16
44-99	\$ 577.39	\$ 17.68

**WHEREFORE, PLAINTIFF PRAYS** for judgment in its favor against Defendant(s), in rem only and not in personam, for the amount(s) due and owing Plaintiff as set forth in Paragraph 6 above, plus additional interest to which Plaintiff may be entitled and all costs of this action;

**PLAINTIFF FURTHER PRAYS** that the Mortgage(s) be recognized and maintained upon the property subject to the Mortgage(s), and that said property be sold, without appraisal and according to law, at public auction to the highest bidder, and that out of the proceeds of said sale the Plaintiff be paid in preference and priority to all other persons whosoever the amount of its claim in accordance with the terms of the Mortgage(s), and that the amount realized from said sale be credited **pro tanto** upon the amount of the judgment herein; and

**PLAINTIFF FURTHER PRAYS** for all order and decrees necessary in the premises, and  
for all general and equitable relief to which it may be entitled.

RESPECTFULLY SUBMITTED,

UNITED STATES OF AMERICA

BY: /s/William D. O'Regan, III  
William D. O'Regan III  
1107 Main Street  
Laplace, LA 70068  
Bar Roll Number: 10231



JS 44 (Rev. 02/19)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

United States of America

(b) County of Residence of First Listed Plaintiff \_\_\_\_\_  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

William D. O'Regan, III, 1107 Main Street, LaPlace, LA, 70068, (985)  
652-6476

**DEFENDANTS**

Armentor Farms, LLC, Stephen Phillip Armentor and Shannon Moore Armentor

County of Residence of First Listed Defendant Iberia  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question  
(U.S. Government Not a Party)
- ☐ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

USC 28:1345fc

Brief description of cause:  
Foreclosure

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$  
254,770.75

CHECK YES only if demanded in complaint:  
JURY DEMAND: ☐ Yes ☒ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE  
08/27/2019

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

This form is available electronically.

(See Page 3 for Privacy Act and Paperwork Reduction Act Statements.)

**FSA-2026**

(12-05-12)

**U.S. DEPARTMENT OF AGRICULTURE**  
Farm Service Agency

Position 2

**PROMISSORY NOTE**

1. Name ARMENTOR FARMS LLC		2. State LOUISIANA	3. County IBERIA
4. Case Number 22-023-0453967074	5. Fund Code 44	6. Loan Number <b>05</b>	7. Date JUNE 7, 2016
8. TYPE OF ASSISTANCE		9. ACTION REQUIRING PROMISSORY NOTE:	
		<input type="checkbox"/> Initial loan <input type="checkbox"/> Conservation easement <input type="checkbox"/> Deferred payments <input type="checkbox"/> Consolidation <input checked="" type="checkbox"/> Rescheduling <input type="checkbox"/> Debt write down <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Reamortization	

10. FOR VALUE RECEIVED, the undersigned borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farm Service Agency, United States Department of Agriculture ("Government"), or its assigns, at its office in (a) NEW IBERIA, LOUISIANA or at such other place as the Government may later designate in writing, the principal sum of (b) ONE HUNDRED TEN THOUSAND ONE HUNDRED SIXTY DOLLARS----- AND 54/100----- dollars (c) (\$ 110,160.54), plus interest on the unpaid principal balance at the RATE of (d) ONE AND THREE EIGHTS percent (e) 1.375 % per annum. If this note is for a Limited Resource loan (indicated in Item 8) the Government may **CHANGE THE RATE OF INTEREST** in accordance with its regulations, by giving the borrower thirty (30) days prior written notice by mail to the borrower's last known address. The new interest rate shall not exceed the highest rate established in the Government's regulations for the type of loan indicated in Item 8.

11. Principal and interest shall be paid in (a) 15 installments as indicated below, except as modified by a different rate of interest on or before the following dates:

(b) Installment amount	(c) Due Date	(b) Installment amount	(c) Due Date
\$ 8,178.00	03/01/17	\$ N/A	N/A
\$ N/A	N/A	\$ N/A	N/A
\$ N/A	N/A	\$ N/A	N/A
\$ N/A	N/A	\$ N/A	N/A

and (d) \$ 8,178.00 thereafter on the (e) 1<sup>ST</sup> OF MARCH of each (f) YEAR until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable (g) 15 years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

12. If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the borrower as requested by the borrower and approved by the Government. Approval by the Government will be given, provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from the actual date disbursed.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Initial SA Date 6/7/16

FSA-2026 (12-05-12)

Page 2 of 3

13. Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by the Borrower to the Government without demand.

14. Every payment made on any indebtedness evidenced by this note shall be applied according to priorities set in 7 CFR Part 765, or any successor regulation.

15. Prepayment of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of the Borrower to pay the remaining installments as scheduled in this note.

16. Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, the Borrower will operate such property as a farm.

17. If "Debt Write Down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in Item 9, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of, the unpaid principal and interest on the following described notes or assumption agreements under new terms:

(a) FUND CODE/ LOAN NO.	(b) FACE AMOUNT	(c) INTEREST RATE	(d) DATE (MM-DD-YYYY)	(e) ORIGINAL BORROWER	(f) LAST INSTALL. DUE (MM-DD-YYYY)
44-01	\$ 121,800.00	1.375 %	03/13/12	ARMENTOR FARMS LLC	04/01/13
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			

18. Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidation, write down, rescheduling, or reamortization. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

19. If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and period of time, the Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a nonprogram loan or a Conservation Loan.

Initial SL Date 6/7/16



FSA-2026 (12-05-12)

Page 3 of 3

20. The Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as provided in 7 CFR Part 1940, subpart G, Exhibit M, or any successor regulation.

21. Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute DEFAULT under this and any other instrument evidencing a debt of the Borrower owing to the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. Upon such default, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

22. This note is given as evidence of a loan to the Borrower made by the Government pursuant to the Consolidated Farm and Rural Development Act and for the type of loan as indicated in Item 8. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions of this note.

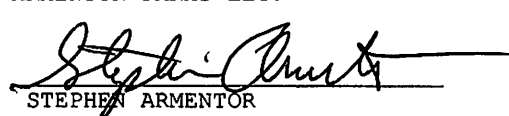
23. Presentment, protest, and notice are waived.

**Signature(s) As Described In State Supplement:**

AS INDIVIDUAL:

  
STEPHEN ARMENTOR

ARMENTOR FARMS LLC:

BY:   
STEPHEN ARMENTOR

**NOTE:** The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a - as amended). The authority for requesting the information identified on this form is the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1921 et. seq.). The information will be used to determine eligibility and feasibility for loans and loan guarantees, and servicing of loans and loan guarantees. The information collected on this form may be disclosed to other Federal, State, and local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in the applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial for loans and loan guarantees, and servicing of loans and loan guarantees. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0237. The time required to complete this information collection is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**



This form is available electronically.

Form Approved - OMB No. 0560-0237  
(See Page 3 for Privacy Act and Public Burden Statements.)**FSA-2026****U.S. DEPARTMENT OF AGRICULTURE**  
Farm Service Agency

Position 2

**PROMISSORY NOTE**

1. Name ARMENTOR FARMS LLC		2. State LOUISIANA	3. County IBERIA
4. Case Number 22-023-0453967074	5. Fund Code 44	6. Loan Number 01	7. Date March 13, 2012
8. TYPE OF ASSISTANCE 209-OL-BF-REG-1YR		9. ACTION REQUIRING PROMISSORY NOTE: <input checked="" type="checkbox"/> Initial loan <input type="checkbox"/> Conservation easement <input type="checkbox"/> Deferred payments <input type="checkbox"/> Consolidation <input type="checkbox"/> Rescheduling <input type="checkbox"/> Debt write down <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Reamortization	

10. FOR VALUE RECEIVED, the undersigned borrower and any cosigners jointly and severally promise to pay to the order of the United States of America Department of Agriculture, acting through the Farm Service Agency (Government), or its assigns, at its office in (a) NEW IBERIA, LOUISIANA or at such other place as the Government may later designate in writing, the principal sum of (b) ONE HUNDRED TWENTY ONE THOUSAND EIGHT HUNDRED DOLLARS AND NO/100----- dollars (c) \$ 121,800.00, plus interest on the unpaid principal balance at the RATE of (d) ONE AND THREE EIGHTS percent (e) 1.375 % per annum. If this note is for a Limited Resource loan (indicated in Item 8) the Government may **CHANGE THE RATE OF INTEREST** in accordance with its regulations, by giving the borrower thirty (30) days prior written notice by mail to the borrower's last known address. The new interest rate shall not exceed the highest rate established in the Government's regulations for the type of loan indicated in Item 8.

11. Principal and interest shall be paid in (a) 1 installments as indicated below, except as modified by a different rate of interest on or before the following dates:

(b) Installment amount	(c) Due Date	(b) Installment amount	(c) Due Date
\$ 122,600.00	APRIL 1, 2013	\$ NA	NA
\$ NA	NA	\$ NA	NA
\$ NA	NA	\$ NA	NA
\$ NA	NA	\$ NA	NA

and (d) \$ NA thereafter on the (e) NA of each (f) NA until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable (g) 1 years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

12. If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the borrower as requested by the borrower and approved by the Government. Approval by the Government will be given, provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from the actual date disbursed.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-8992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Initial SA Date 3/13/12

13. Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by the Borrower to the Government without demand.

14. Every payment made on any indebtedness evidenced by this note shall be applied according to priorities set in 7 CFR Part 765, or any successor regulation.

15. Prepayment of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of the Borrower to pay the remaining installments as scheduled in this note.

16. Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, the Borrower will operate such property as a farm.

17. If "Debt Write Down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in Item 9, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of, the unpaid principal and interest on the following described notes or assumption agreements under new terms:

(a) FUND CODE/ LOAN NO.	(b) FACE AMOUNT	(c) INTEREST RATE	(d) DATE (MM-DD-YYYY)	(e) ORIGINAL BORROWER	(f) LAST INSTALL. DUE (MM-DD-YYYY)
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			

18. Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidation, write down, rescheduling, or reamortization. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

19. If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and period of time, the Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a nonprogram loan or a Conservation Loan.

Initial

sa

Date

3/13/12

20. The Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as provided in 7 CFR Part 1940, subpart G, Exhibit M, or any successor regulation.

21. Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute DEFAULT under this and any other instrument evidencing a debt of the Borrower owing to the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. Upon such default, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

22. This note is given as evidence of a loan to the Borrower made by the Government pursuant to the Consolidated Farm and Rural Development Act and for the type of loan as indicated in Item 8. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions of this note.

23. Presentment, protest, and notice are waived.

AS INDIVIDUAL:

ARMENTOR FARMS LLC:

  
STEPHEN P. ARMENTOR

  
STEPHEN P. ARMENTOR

**NOTE:**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a - as amended). The authority for requesting the information identified on this form is the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1921 *et. seq.*). The information will be used to determine eligibility and feasibility for loans and loan guarantees, and servicing of loans and loan guarantees. The information collected on this form may be disclosed to other Federal, State, and local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in the applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial for loans and loan guarantees, and servicing of loans and loan guarantees. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0237. The time required to complete this information collection is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

This form is available electronically.

(See Page 3 for Privacy Act and Paperwork Reduction Act Statements.)

**FSA-2026**  
(12-05-12)**U.S. DEPARTMENT OF AGRICULTURE**  
Farm Service Agency

Position 2

**PROMISSORY NOTE**

1. Name ARMENTOR FARMS LLC		2. State LOUISIANA	3. County IBERIA
4. Case Number 22-023-0453967074	5. Fund Code 44	6. Loan Number <b>06</b>	7. Date JUNE 7, 2016
8. TYPE OF ASSISTANCE		9. ACTION REQUIRING PROMISSORY NOTE:	
		<input type="checkbox"/> Initial loan <input type="checkbox"/> Conservation easement <input type="checkbox"/> Deferred payments <input type="checkbox"/> Consolidation <input checked="" type="checkbox"/> Rescheduling <input type="checkbox"/> Debt write down <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Reamortization	

10. FOR VALUE RECEIVED, the undersigned borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farm Service Agency, United States Department of Agriculture ("Government"), or its assigns, at its office in (a) NEW IBERIA, LOUISIANA or at such other place as the Government may later designate in writing, the principal sum of (b) ONE HUNDRED FORTY EIGHT THOUSAND EIGHT HUNDRED FIFTY EIGHT----- DOLLARS AND 01/100----- dollars (c) (\$ 148,858.01), plus interest on the unpaid principal balance at the RATE of (d) ONE AND THREE EIGHTS percent (e) 1.375 % per annum. If this note is for a Limited Resource loan (indicated in Item 8) the Government may **CHANGE THE RATE OF INTEREST** in accordance with its regulations, by giving the borrower thirty (30) days prior written notice by mail to the borrower's last known address. The new interest rate shall not exceed the highest rate established in the Government's regulations for the type of loan indicated in Item 8.

11. Principal and interest shall be paid in (a) 15 installments as indicated below, except as modified by a different rate of interest on or before the following dates:

(b) Installment amount	(c) Due Date	(b) Installment amount	(c) Due Date
\$ 11,051.00	03/01/17	\$ N/A	N/A
\$ N/A	N/A	\$ N/A	N/A
\$ N/A	N/A	\$ N/A	N/A
\$ N/A	N/A	\$ N/A	N/A

and (d) \$ 11,051.00 thereafter on the (e) 1<sup>ST</sup> OF MARCH of each (f) YEAR until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable (g) 15 years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

12. If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the borrower as requested by the borrower and approved by the Government. Approval by the Government will be given, provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from the actual date disbursed.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Initial SA Date 6/7/16

FSA-2026 (12-05-12)

Page 2 of 3

13. Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by the Borrower to the Government without demand.

14. Every payment made on any indebtedness evidenced by this note shall be applied according to priorities set in 7 CFR Part 765, or any successor regulation.

15. Prepayment of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of the Borrower to pay the remaining installments as scheduled in this note.

16. Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, the Borrower will operate such property as a farm.

17. If "Debt Write Down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in Item 9, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of, the unpaid principal and interest on the following described notes or assumption agreements under new terms:

(a) FUND CODE/ LOAN NO.	(b) FACE AMOUNT	(c) INTEREST RATE	(d) DATE (MM-DD-YYYY)	(e) ORIGINAL BORROWER	(f) LAST INSTALL. DUE (MM-DD-YYYY)
44-02	\$ 164,800.00	1.375 %	03/13/12	ARMENTOR FARMS LLC	04/01/19
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			

18. Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidation, write down, rescheduling, or reamortization. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

19. If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and period of time, the Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a nonprogram loan or a Conservation Loan.

Initial

SA

Date

6/7/16



FSA-2026 (12-05-12)

Page 3 of 3

20. The Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as provided in 7 CFR Part 1940, subpart G, Exhibit M, or any successor regulation.

21. Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute DEFAULT under this and any other instrument evidencing a debt of the Borrower owing to the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. Upon such default, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

22. This note is given as evidence of a loan to the Borrower made by the Government pursuant to the Consolidated Farm and Rural Development Act and for the type of loan as indicated in Item 8. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions of this note.

23. Presentment, protest, and notice are waived.

**Signature(s) As Described In State Supplement:**

AS INDIVIDUAL:

  
STEPHEN ARMENTOR

ARMENTOR FARMS LLC:

BY:   
STEPHEN ARMENTOR

**NOTE:**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a - as amended). The authority for requesting the information identified on this form is the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1921 *et. seq.*). The information will be used to determine eligibility and feasibility for loans and loan guarantees, and servicing of loans and loan guarantees. The information collected on this form may be disclosed to other Federal, State, and local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in the applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial for loans and loan guarantees, and servicing of loans and loan guarantees. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0237. The time required to complete this information collection is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

This form is available electronically.

Form Approved - OMB No. 0560-0237  
(See Page 3 for Privacy Act and Public Burden Statements.)FSA-2026  
(09-07-10)U.S. DEPARTMENT OF AGRICULTURE  
Farm Service Agency

Position 2

## PROMISSORY NOTE

1. Name ARMENTOR FARMS LLC		2. State LOUISIANA	3. County IBERIA
4. Case Number 22-023-0453967074	5. Fund Code 44	6. Loan Number 02	7. Date March 13, 2012
8. TYPE OF ASSISTANCE 211-OL-BF-REG-7YR		9. ACTION REQUIRING PROMISSORY NOTE: <input checked="" type="checkbox"/> Initial loan <input type="checkbox"/> Conservation easement <input type="checkbox"/> Deferred payments <input type="checkbox"/> Consolidation <input type="checkbox"/> Rescheduling <input type="checkbox"/> Debt write down <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Reamortization	

10. FOR VALUE RECEIVED, the undersigned borrower and any cosigners jointly and severally promise to pay to the order of the United States of America Department of Agriculture, acting through the Farm Service Agency (Government), or its assigns, at its office in (a) NEW IBERIA, LOUISIANA or at such other place as the Government may later designate in writing, the principal sum of (b) ONE HUNDRED SIXTY FOUR THOUSAND FIVE HUNDRED DOLLARS AND NO/100 dollars (c) \$ 164,800.00, plus interest on the unpaid principal balance at the RATE of (d) ONE AND THREE EIGHTS percent (e) 1.375 % per annum. If this note is for a Limited Resource loan (indicated in Item 8) the Government may **CHANGE THE RATE OF INTEREST** in accordance with its regulations, by giving the borrower thirty (30) days prior written notice by mail to the borrower's last known address. The new interest rate shall not exceed the highest rate established in the Government's regulations for the type of loan indicated in Item 8.

11. Principal and interest shall be paid in (a) 7 installments as indicated below, except as modified by a different rate of interest on or before the following dates:

(b) Installment amount	(c) Due Date	(b) Installment amount	(c) Due Date
\$ 24,932.00	APRIL 1, 2013	\$ NA	NA
\$ NA	NA	\$ NA	NA
\$ NA	NA	\$ NA	NA
\$ NA	NA	\$ NA	NA

and (d) \$ 24,932.00 thereafter on the (e) 1<sup>ST</sup> OF APRIL of each (f) YEAR until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable (g) 7 years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

12. If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the borrower as requested by the borrower and approved by the Government. Approval by the Government will be given, provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from the actual date disbursed.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Initial SL Date 3/13/12

13. Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by the Borrower to the Government without demand.

14. Every payment made on any indebtedness evidenced by this note shall be applied according to priorities set in 7 CFR Part 765, or any successor regulation.

15. Prepayment of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of the Borrower to pay the remaining installments as scheduled in this note.

16. Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, the Borrower will operate such property as a farm.

17. If "Debt Write Down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in Item 9, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of, the unpaid principal and interest on the following described notes or assumption agreements under new terms:

(a) FUND CODE/ LOAN NO.	(b) FACE AMOUNT	(c) INTEREST RATE	(d) DATE (MM-DD-YYYY)	(e) ORIGINAL BORROWER	(f) LAST INSTALL. DUE (MM-DD-YYYY)
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			

18. Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidation, write down, rescheduling, or reamortization. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

19. If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and period of time, the Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a nonprogram loan or a Conservation Loan.

Initial SA Date 3/13/12

20. The Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as provided in 7 CFR Part 1940, subpart G, Exhibit M, or any successor regulation.
21. Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute DEFAULT under this and any other instrument evidencing a debt of the Borrower owing to the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. Upon such default, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.
22. This note is given as evidence of a loan to the Borrower made by the Government pursuant to the Consolidated Farm and Rural Development Act and for the type of loan as indicated in Item 8. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions of this note.
23. Presentment, protest, and notice are waived.

AS INDIVIDUAL:

ARMENTOR FARMS LLC:



STEPHEN P. ARMENTOR



STEPHEN P. ARMENTOR

**NOTE:**

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## Recordation Certificate

Michael Thibodeaux  
Iberia Parish Clerk of Court  
P. O. Drawer 12010  
New Iberia, LA 70562-2010  
(337) 365-7282

**First MORTGAGOR**

ARMENTOR, STEPHEN PHILLIP

**First MORTGAGEE**

USA-DEPT OF AGRICULTURE

Index Type : MORTGAGES

File Number : 2016-00006146


Type of Document : REINSCRIPTION

Book : 1712

Page : 762

Recording Pages : 4

**Recorded Information**

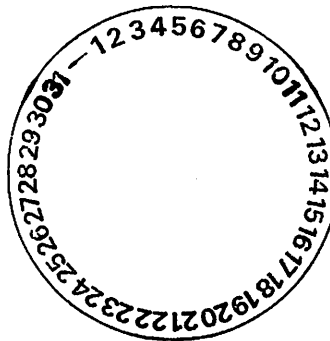
  
Deputy Clerk

On (Recorded Date) : 06/28/2016

At (Recorded Time) : 12:28:13PM



Doc ID - 009122140004





**FORM FSA 1951-1 LA**

(Rev. 2-2010)

**AGREEMENT EVIDENCING EXTENSION BY**  
**REAMORTIZATION OR RESCHEDULING AND REQUEST FOR**  
**REINSCRIPTION OF REAL ESTATE MORTGAGE**

THIS AGREEMENT, made between the United States of America, acting by and through the Farm Service Agency, United States Department of Agriculture, represented herein by Galton J. Hulin Jr., Farm Loan Manager, for Iberia Parish, Louisiana, herein

called the "Government" and Stephen Philip Armentor and Shannon Moore Armentor

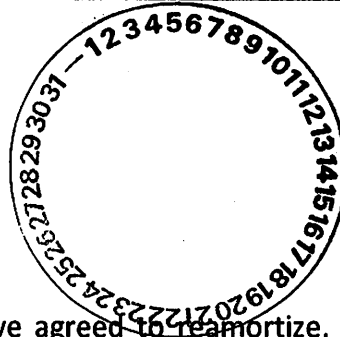
(Name of Borrower)

of 2410 Labit Rd., New Iberia, LA 70560

(Street Address, City and Parish)

Louisiana, herein called the "Borrower";

WITNESS:



WHEREAS, the Government and Borrower have agreed to reamortize, reschedule, or otherwise extend the maturity of the promissory note(s) described below which were executed by the Borrower and are owned and held by the Government so that the Promissory Note(s) shall now be finally due and payable on the dates identified as "the new due date."

**Promissory Notes Extended**

<u>DATE</u>	<u>AMOUNT</u>	<u>DUE DATE</u> <u>BEFORE EXTENSION</u>	<u>DUE DATE</u> <u>AFTER EXTENSION</u>
3/13/2012	\$121,800.00	4/1/2013	3/1/2031
3/13/2012	\$164,800.00	4/1/2019	3/1/2031

**FORM FSA 1951-1 LA**

and

WHEREAS, the extension shall be carried out by the Borrower executing an FSA Promissory note form designated as the Rescheduled or Reamortized note. The Rescheduled or Reamortized note shall be attached to the note extended by rescheduling or reamortization and shall be evidence of the new payment schedule.

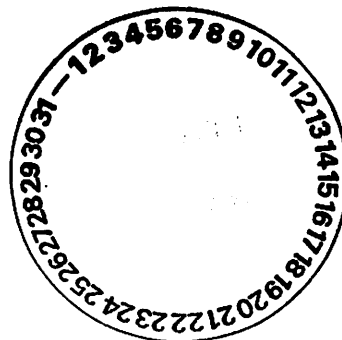
and

\* WHEREAS, the above described notes are secured by a real estate mortgage of mortgages encumbering property owned by the borrower which real estate mortgages are subject to reinscription or extension pursuant to LSA-Civil Code Articles 3357 through 3365, as applicable. These mortgages are specifically described as follows:

## II

Mortgages Securing Extended Notes

<u>MORTGAGE</u> <u>DATE</u>	<u>BOOK-PAGE</u> <u>RECORDED</u>	<u>NOTE</u> <u>DATE</u>	<u>NOTE</u> <u>AMOUNT</u>	<u>EXTENDED</u> <u>DUE DATE</u>
3/13/2012	Book <del>140</del> 1480	3/13/2012	\$164,800.00	3/1/2031
	Page 410	3/13/2012	\$121,800.00	3/1/2031
	#2012- 00002619			



\*Strike Inapplicable

**FORM FSA 1951-1 LA**

NOW THEREFORE, the Government and the Borrower agree that the above described Promissory Notes have been extended as described above and as further set forth in the Rescheduled or Reamortized Promissory Note executed to evidence and carry out the extension by reamortization, renewal, or extension, the terms of which are referred to and incorporated herein by reference. The Government and the Borrower further agree that the Extension, Reamortization, Rescheduling, or Consolidation of any of the above described Promissory Notes shall not constitute a novation or the creation of a new debt but shall be merely an extension of an existing indebtedness. The Government and Borrower further agree that this instrument shall be lodged for record pursuant to LSA-Civil Code 3357 through 3365, as applicable, to effect the extension of the real estate mortgage securing the extended Promissory Notes.

By: [Signature]

BORROWER

BY: [Signature]

BORROWER

By: [Signature]

FARM LOAN MANAGER

FARM SERVICE AGENCY

U.S. DEPARTMENT OF AGRICULTURE

WITNESSES:

[Signature][Signature]

[Signature]  
NOTARY PUBLIC

8139

(SEAL)

My Commission Expires: at death

**Iberia Parish Conformed Copy**

**Michael Thibodeaux**  
**Iberia Parish Clerk of Court**  
P. O. Drawer 12010  
New Iberia, LA 70562-2010  
(337) 365-7282

**Received From :**  
STEPHEN ARMENTOR

**First MORTGAGOR**  
ARMENTOR, STEPHEN PHILLIP

**First MORTGAGEE**  
USA-DEPT OF AGRICULTURE

**Index Type :** Mortgages

**File Number :** 2013-00013478

**Type of Document :** Reinscription

**Book :** 1586

**Page :** 276

**Recording Pages :** 4

**Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Iberia Parish, Louisiana

\_\_\_\_\_  
Clerk of Court

**On (Recorded Date) :** 12/05/2013

**At (Recorded Time) :** 9:40:00AM



Doc ID - 008567900004



**Return To :**

**FORM FSA 1951-1 LA**

(Rev. 2-2010)

**AGREEMENT EVIDENCING EXTENSION BY**  
**REAMORTIZATION OR RESCHEDULING AND REQUEST FOR**  
**REINSCRIPTION OF REAL ESTATE MORTGAGE**

THIS AGREEMENT, made between the United States of America, acting by and through the Farm Service Agency, United States Department of Agriculture, represented herein by GALTON J. HULIN JR., Farm Loan Manager, for IBERIA Parish, Louisiana, herein called the "Government" and STEPHEN PHILIP ARMENTOR AND SHANNON MOORE ARMENTOR

(Name of Borrower)

of 2410 LABIT RD., NEW IBERIA, LA 70560

(Street Address, City and Parish)

Louisiana, herein called the "Borrower";

WITNESS:

WHEREAS, the Government and Borrower have agreed to reamortize, reschedule, or otherwise extend the maturity of the promissory note(s) described below which were executed by the Borrower and are owned and held by the Government so that the Promissory Note(s) shall now be finally due and payable on the dates identified as "the new due date."

I  
Promissory Notes Extended

<u>DATE</u>	<u>AMOUNT</u>	<u>DUE DATE BEFORE EXTENSION</u>	<u>DUE DATE AFTER EXTENSION</u>
3/13/2012	\$121,800.00	4/1/2013	4/1/2028
3/13/2012	\$164,800.00	4/1/2019	4/1/2028



**FORM FSA 1951-1 LA**

and

WHEREAS, the extension shall be carried out by the Borrower executing an FSA Promissory note form designated as the Rescheduled or Reamortized note. The Rescheduled or Reamortized note shall be attached to the note extended by rescheduling or reamortization and shall be evidence of the new payment schedule.

and

\* WHEREAS, the above described notes are secured by a real estate mortgage of mortgages encumbering property owned by the borrower which real estate mortgages are subject to reinscription or extension pursuant to LSA-Civil Code Articles 3357 through 3365, as applicable. These mortgages are specifically described as follows:

II

Mortgages Securing Extended Notes

<u>MORTGAGE</u> <u>DATE</u>	<u>BOOK-PAGE</u> <u>RECORDED</u>	<u>NOTE</u> <u>DATE</u>	<u>NOTE</u> <u>AMOUNT</u>	<u>EXTENDED</u> <u>DUE DATE</u>
3/13/2012	Bk. 140	3/13/2012	\$164,800.00	4/1/2028
	Pg. 410	3/13/2012	\$121,800.00	4/1/2028
	#2012-			
	00002619			

\*Strike Inapplicable

**FORM FSA 1951-1 LA**

NOW THEREFORE, the Government and the Borrower agree that the above described Promissory Notes have been extended as described above and as further set forth in the Rescheduled or Reamortized Promissory Note executed to evidence and carry out the extension by reamortization, renewal, or extension, the terms of which are referred to and incorporated herein by reference. The Government and the Borrower further agree that the Extension, Reamortization, Rescheduling, or Consolidation of any of the above described Promissory Notes shall not constitute a novation or the creation of a new debt but shall be merely an extension of an existing indebtedness. The Government and Borrower further agree that this instrument shall be lodged for record pursuant to LSA-Civil Code 3357 through 3365, as applicable, to effect the extension of the real estate mortgage securing the extended Promissory Notes.

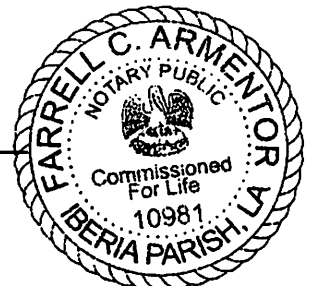
By: Steph Phillips Arment By: Rachelle Broussard  
 BORROWER FARM LOAN MANAGER  
 BY: [Signature] FARM SERVICE AGENCY  
 BORROWER U.S. DEPARTMENT OF AGRICULTURE

WITNESSES:

Theresa R Melancon[Signature]

Farrell C. Armenton  
 NOTARY PUBLIC

(SEAL)  
 My Commission Expires: at death



**Iberia Parish Certified Copy**

**Michael Thibodeaux**  
**Iberia Parish Clerk of Court**  
P. O. Drawer 12010  
New Iberia, LA 70562-2010  
(337) 365-7282

**Received From :**  
STEPHEN P ARMENTOR

**First MORTGAGOR**

ARMENTOR, STEPHEN PHILLIP

**First MORTGAGEE**

USA-DEPT OF AGRICULTURE

**Index Type :** Mortgages

**File Number :** 2012-00002619

**Type of Document :** Conventional Mortgage

**Book :** 1480

**Page :** 410

**Recording Pages :** 8

**Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Iberia Parish, Louisiana

  
Clerk of Court

On (Recorded Date) : 03/13/2012

At (Recorded Time) : 3:39:02PM



Doc ID - 007867000008

IBERIA PARISH CLERK OF COURT  
MICHAEL THIBODEAUX  
Parish of Iberia

I certify that this is a true copy of the attached  
document that was filed for registry and  
Recorded 03/13/2012 at 3:39:02  
Recorded in Book 1480 Page 410  
File Number 2012-00002619



  
Deputy Clerk

**Return To :**

FSA-1927-1 LA  
(09-21-05)

Position 5  
UNITED STATES DEPARTMENT OF AGRICULTURE  
Farm Service Agency

# MORTGAGE FOR LOUISIANA

THIS MORTGAGE ("instrument") is made on March 13, 2012. The mortgagor is Stephen Phillip Armentor and Shannon Moore Armentor ("Borrower") whose mailing address is 2410 Labit Rd., New Iberia, LA 70560. This instrument is given to the United States of America acting through the Farm Service Agency, United States Department of Agriculture ("Government") located at 2617 Northside Rd., Suite 500, New Iberia, LA 70563.

This instrument secures the following promissory notes, assumption agreements, and/or shared appreciation agreements (collectively called "note"), which have been executed or assumed by the Borrower unless otherwise noted, are payable to the Government, and authorize acceleration of the entire debt upon any default:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
<u>March 13, 2012</u>	\$164,800.00	1.375%	<u>April 1, 2019</u>
<u>March 13, 2012</u>	\$121,800.00	1.375%	<u>April 1, 2013</u>

(The interest rate for any limited resource farm ownership or limited resource operating loans secured by this instrument may be increased as provided in Government regulations and the note.)

By execution of this instrument, Borrower acknowledges receipt of all of the proceeds of the loan or loans evidenced by the above note.

This instrument secures to the Government: (1) payment of the note and all extensions, renewals, and modifications thereof; (2) recapture of any amount due under any Shared Appreciation Agreement entered into pursuant to 7 U.S.C. § 2001; (3) payment of all advances and expenditures, with interest, made by the Government; and (4) the obligations and covenants of Borrower set forth in this instrument, the note, and any other loan agreements.

In consideration of any loan made by the Government under the Consolidated Farm and Rural Development Act, 7 U.S.C. § 1921 et seq. as evidenced by the note, Borrower irrevocably mortgages, grants, conveys and assigns to Government the following described property situated in the State of Louisiana County or Counties of Iberia:

See attached Exhibit A for legal description.

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, fixtures, hereditaments, appurtenances, and improvements now or later attached thereto, the rents, issues and profits thereof, revenues and income there from, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, or condemnation of any part thereof or interest therein (collectively called "the property"). This instrument constitutes a security agreement and financing statement under the Uniform Commercial Code and creates a security interest in all items which may be deemed to be personal property, including but not limited to proceeds and accessions that are now or hereafter included in, affixed, or attached to "the property."

Borrower COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the property and that the property is unencumbered, except for encumbrances of record. Borrower warrants and will defend the title to the property against all claims and demands, subject to any encumbrances of record.

This instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform mortgage covering real property.

Initial SA date 3/13/12  
SA 3/13/12  
Page 1 of 5

FSA-1927-1 LA (09-21-05)

UNIFORM COVENANTS. Borrower COVENANTS AND AGREES as follows:

1. **Payment.** Borrower shall pay promptly when due any indebtedness to the Government secured by this instrument.
2. **Fees.** Borrower shall pay to the Government such fees and other charges that may now or later be required by Government regulations.
3. **Application of payments.** Unless applicable law or Government's regulations provide otherwise all payments received by the Government shall be applied in the following order of priority: (a) to advances made under this instrument; (b) to accrued interest due under the note; (c) to principal due under the note; (d) to late charges and other fees and charges.
4. **Taxes, liens, etc.** Borrower shall pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.
5. **Assignment.** Borrower grants and assigns as additional security all the right, title and interest in: (a) the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or taking by eminent domain or otherwise of any part of the property, or for conveyance in lieu of condemnation; (b) all bonuses, rentals, royalties, damages, delay rentals and income that may be due or become due and payable to the Borrower or Borrower's assigns under any existing or future oil, gas, mining or mineral lease covering any portion of the property; and (c) all rents, issues, profits, income and receipts from the property and from all existing or future leases, subleases, licenses, guaranties and any other agreements for the use and occupancy of any portion of the property, including any extensions, renewals, modifications or substitutions of such agreements. Borrower warrants the validity and enforceability of this assignment.

Borrower authorizes and directs payment of such money to the Government until the debt secured by this instrument is paid in full. Such money may, at the option of the Government, be applied on the debt whether due or not. The Government shall not be obligated to collect such money, but shall be responsible only for amounts received by the Government. In the event any item so assigned is determined to be personal property, this instrument will also be regarded as a security agreement.

Borrower will promptly provide the Government with copies of all existing and future leases. Borrower warrants that as of the date of executing this instrument no default exists under existing leases. Borrower agrees to maintain, and to require the tenants to comply with, the leases and any applicable law. Borrower will obtain the Government's written authorization before Borrower consents to sublet, modify, cancel, or otherwise alter the leases, or to assign, compromise, or encumber the leases or any future rents. Borrower will hold the Government harmless and indemnify the Government for any and all liability, loss or damage that the Government may incur as a consequence of this assignment.

6. **Insurance.** Borrower shall keep the property insured as required by and under insurance policies approved by the Government and, at its request, deliver such policies to the Government. If property is located in a designated flood hazard area, Borrower also shall keep property insured as required by 42 U.S.C. § 4001 et seq. and Government regulations. All insurance policies and renewals shall include a standard mortgagee clause.

7. **Advances by Government.** The Government may at any time pay any other amounts required by this instrument to be paid by Borrower and not paid by Borrower when due, as well as any cost for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. Advances shall include, but not be limited to, advances for payments of real property taxes, special assessments, prior liens, hazard insurance premiums, and costs of repair, maintenance, and improvements. All such advances shall bear interest at the same rate as the note which has the highest interest rate. All such advances, with interest, shall be immediately due and payable by Borrower to the Government without demand. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any secured debt to the Government, in any order the Government determines.

8. **Protection of lien.** Borrower shall pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and its priority and the enforcement or compliance with this instrument and the note. Such expenses include, but are not limited to: costs of evidence of title to, and survey of, the property, costs of recording this and other instruments; attorneys' fees, trustees' fees; court costs, and expenses of advertising, selling, and conveying the property.

9. **Authorized purposes.** Borrower shall use the loan evidenced by the note solely for purposes authorized by the Government.

10. **Repair and operation of property.** Borrower shall: (a) maintain improvements in good repair; (b) make repairs required by the Government; (c) comply with all farm conservation practices and farm management plans required by the Government; and (d) operate the property in a good and husbandlike manner. Borrower shall not (e) abandon the property; (f) cause or permit waste, lessening or impairment of the property; or (g) cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals without the written consent of the Government, except as necessary for ordinary domestic purposes.

11. **Legal compliance.** Borrower shall comply with all laws, ordinances, and regulations affecting the property.

12. **Transfer or encumbrance of property.** Except as provided by Government regulations, the Borrower shall not lease, assign, sell, transfer, or encumber, voluntarily or otherwise, any of the property without the written consent of the Government. The Government may grant consents, partial releases, subordinations, and satisfactions in accordance with Government regulations.

Initial SL date 3/13/12  
Page 2 of 12

FSA-1927-1 LA (09-21-05)



13. **Inspection.** At all reasonable times the Government may inspect the property to ascertain whether the covenants and agreements contained in this instrument are being performed.

14. **Hazardous substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the property. The preceding sentence shall not apply to the presence, use, or storage on the property of small quantities of hazardous substances that are generally recognized to be appropriate to normal use and maintenance of the property. Borrower covenants that Borrower has made full disclosure of any such known, existing hazardous conditions affecting the property. Borrower shall not do, nor allow anyone else to do, anything affecting the property that is in violation of any federal, state, or local environmental law or regulation. Borrower shall promptly give the Government written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the property and any hazardous substance or environmental law or regulation of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable environmental law and regulations. As used in this paragraph, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "environmental law" means Federal laws and regulations and laws and regulations of the jurisdiction where the property is located that relate to health, safety or environmental protection.

15. **Adjustment; release; waiver; forbearance.** In accordance with Government regulations, the Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on the note, (d) release any party who is liable under the note from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) waive any other of its rights under this instrument. Any and all of this can and will be done without affecting the lien or the priority of this instrument or Borrower's liability to the Government for payment of the note secured by this instrument unless the Government provides otherwise in writing. HOWEVER, any forbearance by the Government - whether once or often - in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

16. **Graduation.** If the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such a loan in sufficient amount to pay the note secured by this instrument and to pay for stock necessary to be purchased in a cooperative lending agency in connection with such loan.

17. **Forfeiture.** Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in the Government's good faith judgment could result in forfeiture of the property or otherwise materially impair the lien created by this instrument or the Government's security interest. Borrower may cure such default by causing the action or proceeding to be dismissed with a ruling that precludes forfeiture of the Borrower's interest in the property or other material impairment of the lien created by this security instrument or the Government's security interest.

18. **False statement.** Borrower also shall be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to the Government (or failed to provide the Government with any material information) in connection with the loan evidenced by the note.

19. **Cross Collateralization.** Default under this instrument shall constitute default under any other security instrument held by the Government and executed or assumed by Borrower. Default under any other such security instrument shall constitute default under this instrument.

20. **Highly erodible land; wetlands.** Any loan secured by this instrument will be in default if Borrower uses any loan proceeds for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as provided in 7 C.F.R. part 1940, subpart G, or any successor Government regulation.

21. **Non-discrimination.** If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, national origin, disability, familial status or age, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, national origin, disability, familial status or age.

22. **Notices.** Notices given under this instrument shall be sent by certified mail unless otherwise required by law. Such notices shall be addressed, unless and until some other address is designated in a notice, in the case of the Government to the State Executive Director of the Farm Service Agency at the mailing address shown above, and in the case of Borrower at the address shown in the Government's Finance Office records (which normally will be the same as the mailing address shown above).

Initial SA date 3/13/12  
Page 3 of 5 31312

FSA-1927-1 LA (09-21-05)



23. **Governing law; severability.** This instrument shall be governed by Federal law. If any provision of this instrument or the note or its application to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this instrument or the note which can be given effect without the invalid provision or application. The provisions of this instrument are severable. This instrument shall be subject to the present regulations of the Government, and to its future regulations not inconsistent with the express provisions hereof. All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

24. **Successors and assigns; joint and several covenants.** The covenants and agreements of this instrument shall bind and benefit the successors and assigns of Government and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this instrument but does not execute the Note: (a) is co-signing this instrument only to mortgage, grant and convey that Borrower's interest in the property under this instrument; (b) is not personally obligated to pay the sums secured by this instrument; and (c) agrees that the Government and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this instrument or the note without that Borrower's consent.

25. **No merger.** If this instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the property, the leasehold and the fee title shall not merge unless the Government agrees to the merger in writing. If the property is conveyed to the Government, title shall not merge (unless the Government elects otherwise) and the lien provided under this instrument shall not be affected by such conveyance.

26. **Time is of the essence.** Time is of the essence in the Borrower's performance of all duties and obligations under this instrument.

**NON-UNIFORM COVENANTS. Borrower further COVENANTS AND AGREES as follows:**

27. **Default; death; incompetence; bankruptcy.** Should default occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the Borrower die or be declared incompetent, or should the Borrower be discharged in bankruptcy or declared an insolvent or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any debt to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of, and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument and sell the property as prescribed by law; and (e) enforce any and all other rights and remedies provided herein or by present or future law.

28. **State law.** Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of any action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws.


29. **Assignment of leases and rents.** Borrower agrees that the assignment of leases and rents in this instrument is immediately effective on the recording of this instrument. Upon default, the Borrower will receive any rents in trust for the Government, and Borrower will not commingle the rents with any other funds. Any amounts collected shall be applied at the Government's discretion first to costs of managing, protecting and preserving the property, and to any other necessary related expenses. Any remaining amounts shall be applied to reduce the debt evidenced by the note(s). Borrower agrees that the Government may demand that Borrower and Borrower's tenants pay all rents due or to become due directly to the Government if the Borrower defaults and the Government notifies Borrower of the default. Upon such notice, Borrower will endorse and deliver to the Government any payments of rents. If the Borrower becomes subject to a bankruptcy, then Borrower agrees that the Government is entitled to receive relief from the automatic stay in bankruptcy for the purpose of enforcing this assignment.

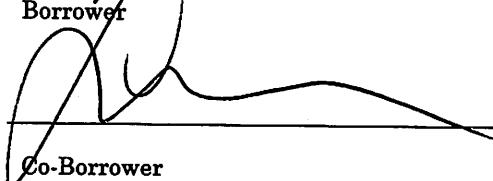
30. **Application of foreclosure proceeds.** The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with this instrument, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all other debt to the Government secured by this instrument, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other debt of Borrower to the Government, and (f) any balance to Borrower. If the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to the Government in the order prescribed above.

Initial SL date 3/13/12  
31312  
 Page 4 of 5


FSA-1927-1 LA (09-21-05)

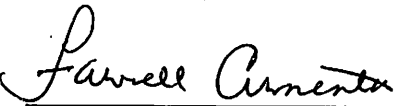
By signing below, Borrower accepts and agrees to the terms and covenants contained in this instrument and in any rider executed by Borrower and recorded with this instrument.

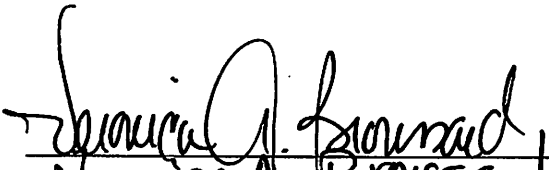
  
Borrower

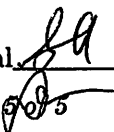
  
Co-Borrower

WITNESSES:

  
\_\_\_\_\_

  
\_\_\_\_\_

  
Veronica A. Broussard  
NOTARY PUBLIC #40816

Initial  date 3/13/12  
Page 5 of 5 31312


LA EXHIBIT 2


**AUTHENTIC ACT**

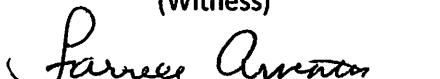
Thus done and passed in New Iberia, Parish of Iberia,

State of Louisiana, aforesaid, on this 13<sup>th</sup> day of March, 20 12, in the presence of the undersigned competent witnesses, who signed their names with the said appeared and me, notary, after due reading of the whole.

  
Stephen Phillip Armentor

  
Shannon Moore Armentor

  
(Witness)

  
(Witness)


  
(Notary) Veronica A. Brasseur #40816

EXHIBIT A

Tract 3 of the plat prepared by R.B. Marie, L.S. dated September 9, 1981, attached to Act of Partition dated August 9, 1982 and recorded August 18, 1982 in COB 796, Folio 261, Entry No. 82-6992 of the public records of Iberia Parish, Louisiana

Being that certain lot of ground with all buildings and improvements and the component parts thereof, together with all rights, ways, privileges, servitudes and all appurtenances thereunto appertaining, situated in Section 26, Township 11 South, Range 5 East, Iberia Parish, Louisiana, containing 10.806 acres, and having such measurements and dimensions as set forth in the noted plat, bounded Northerly by Tract 2 of the noted plat, Southerly by Eloi J. Dore, heirs or assigns, Easterly by Labit Road and Westerly by Maurice Touchet.

Being the same property acquired by Stephen Phillip Armentor, et ux dated march 27, 2002, recorded on March 28, 2002, in Book 1235, Folio 657, under Entry No. 02-4265 of the Conveyance Records of Iberia Parish, Louisiana.

**Louisiana Secretary of State  
UCC Filing Detail  
(Not a Certified Copy)**

**Notice: All Filings after 6/19/2018 are subject to change or removal.**

**Original File#:** 23-12-0931 **FARM FILING**

**Filed:** 3/5/2012 at 10:59 AM

**Parish:** IBERIA

**Debtors: (2)**

ARMENTOR FARMS LLC Tax ID: #####7074 2410 LABIT RD. NEW IBERIA, LA 70560
STEPHEN P ARMENTOR Tax ID: #####9404 2410 LABIT RD. NEW IBERIA, LA 70560

**Original Secured Parties: (1)**

USDA, FARM SERVICE AGENCY Tax ID#: #####0000 2617 NORTHSIDE RD., SUITE 500 NEW IBERIA, LA 70563
--

**Property:**

ALL FARM EQUIPMENT INCLUDING ONE, 8 X 32 CIRCLE M GOOSENECK TRAILER, 2012, VIN#1C9FS3228CM364002
---

**Farm Product Information: (3) - Joint Check Required**

<u>Name</u>	<u>Code</u>	<u>Parish</u>	<u>Year</u>	<u>Quantity</u>	<u>Loan Amount</u>
<b>HAY</b>	1130	ST. MARTIN		ALL	ALL
<b>HAY</b>	1130	IBERIA		ALL	ALL
<b>HAY</b>	1130	LAFAYETTE		ALL	ALL

**Reasonable Description:** SEE ORIGINAL SECURITY AGREEMENT

**Subsequent Filings: (2)**

<u>Type</u>	<u>Details</u>																								
<b>Amendment:</b>	23-14-3464 filed on 8/26/2014 at 11:56 AM COLLATERAL ADDED: ADD CATTLE PARISH 28 ALL HEADS, ADD CATTLE PARISH 23 ALL HEADS, ADD CATTLE PARISH 50 ALL HEADS <b>Reasonable Description:</b> SEE ORIGINAL SECURITY AGREEMENT <b>Farm Product Information: (3) - Joint Check Required</b>																								
	<table><tr><th><u>Name</u></th><th><u>Code</u></th><th><u>Parish</u></th><th><u>Year</u></th><th><u>Quantity</u></th><th><u>Loan Amount</u></th></tr><tr><td><b>Add CATTLE</b></td><td>3030</td><td>IBERIA</td><td></td><td>ALL HEADS</td><td>ALL</td></tr><tr><td><b>Add CATTLE</b></td><td>3030</td><td>LAFAYETTE</td><td></td><td>ALL HEADS</td><td>ALL</td></tr><tr><td><b>Add CATTLE</b></td><td>3030</td><td>ST. MARTIN</td><td></td><td>ALL HEADS</td><td>ALL</td></tr></table>	<u>Name</u>	<u>Code</u>	<u>Parish</u>	<u>Year</u>	<u>Quantity</u>	<u>Loan Amount</u>	<b>Add CATTLE</b>	3030	IBERIA		ALL HEADS	ALL	<b>Add CATTLE</b>	3030	LAFAYETTE		ALL HEADS	ALL	<b>Add CATTLE</b>	3030	ST. MARTIN		ALL HEADS	ALL
<u>Name</u>	<u>Code</u>	<u>Parish</u>	<u>Year</u>	<u>Quantity</u>	<u>Loan Amount</u>																				
<b>Add CATTLE</b>	3030	IBERIA		ALL HEADS	ALL																				
<b>Add CATTLE</b>	3030	LAFAYETTE		ALL HEADS	ALL																				
<b>Add CATTLE</b>	3030	ST. MARTIN		ALL HEADS	ALL																				
	<b>Reasonable Description:</b> SEE ORIGINAL SECURITY AGREEMENT																								
<b>Continuation:</b>																									

23-16-4563 filed on 12/5/2016 at 10:04 AM

**Reasonable Description:** SEE ORIGINAL SECURITY AGREEMENT

**Print**



LOUISIANA SECRETARY OF STATE  
OFFICE OF UNIFORM COMMERCIAL CODE/CENTRAL REGISTRY  
CONFIRMATION OF FILING

USDA FARM SERVICE AGENCY  
600 RUE DE BRILLE  
NEW IBERIA, LA 70563

RECEIVED  
DEC 12 2016  
IBERIA COUNTY  
FSA

Pursuant to La.R.S.3:3656(B), this is a confirmation that the following information has been received and included within the Secretary of State's Central Registry of farm product filings. Note that this confirmation does not constitute a determination of the legal sufficiency of the filing.

Any questions regarding this notice should be directed to the Central Registry at 225.925.4701.

Tom Schedler  
Secretary of State

=====

ORIGINAL FILE NUMBER 23-12-0931	FILED 3/05/12 10:59 AM
	PARISH IN WHICH FILED: IBERIA

SUBSEQUENT FILINGS

1. CONTINUATION      FILE NUMBER 23-16-4563      FILED 12/05/16 10:04 AM IBERIA  
Continuation

DEBTOR(S)

ARMENTOR FARMS LLC	#####7074
2410 LABIT RD.	
NEW IBERIA, LA 70560	

ARMENTOR	STEPHEN	P	#####9404
2410 LABIT RD.			
NEW IBERIA, LA 70560			

SECURED PARTY

USDA, FARM SERVICE AGENCY	#####0000
2617 NORTHSIDE RD., SUITE 500	
NEW IBERIA, LA 70563	

**Iberia Parish Conformed Copy**

**Michael Thibodeaux**  
**Iberia Parish Clerk of Court**  
P. O. Drawer 12010  
New Iberia, LA 70562-2010  
(337) 365-7282

**Received From :**  
USA FHA  
600 RUE DE BRILLE  
NEW IBERIA, LA 70563

**First DEBTOR**

ARMENTOR FARMS LLC

**Index Type :** UNIFORM COMMERCIAL CODE

**File Number :** 2016-00004563

**Type of Document :** UCC-3 CONTINUATION

**Recording Pages :** 2

**Recorded Information**

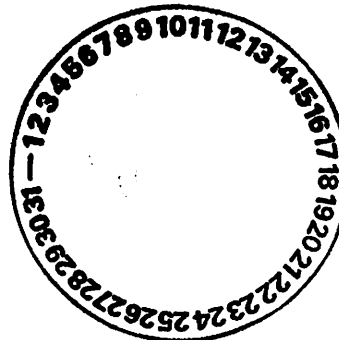
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Iberia Parish, Louisiana

On (Recorded Date) : 12/05/2016

At (Recorded Time) : 10:04:53AM



Doc ID - 009212300002



**Return To :**

**UCC-3F****Important - Read Instructions**This **FINANCING STATEMENT** is presented for filing pursuant to Chapter 9 of the Louisiana Commercial Laws and 1985 Food Security Act1. Initial Financing Statement File # **12-0931**

2. ☐ Termination - the Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above.
3. ☒ Continuation - the original Financing Statement between the Debtor and Secured Party bearing the file number shown above is still effective.
4. ☐ Assignment (full or partial). Give name of assignee in 7a or 7b and address of assignee in item 7c: also give name of assignor in item 9.
5. ☐ Amendment (Party Information). This amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or addressDELETE nameADD name**6. CURRENT RECORD INFORMATION:**

6a Organization's Name

**Armentor Farms LLC**

6b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III, if applicable))

First Name

Middle Name

**7. CHANGED (NEW) OR ADDED INFORMATION:**

7a Organization's Name

7b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III, if applicable))

First Name

Middle Name

7c Mailing Address

City

State

Postal Code

Country

7d Tax ID #: SSN or EIN

Add'l info re:  
Organization7e Type of  
Organization7f Jurisdiction of  
Organization7g Organization ID # if any  
None**8. AMENDMENT UCC (Collateral Change):** check only one box.Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.**9. NAME or SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment):**

9a Organization's Name

**USDA, Farm Service Agency**

9b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III), if applicable)

First Name

Middle Name

**USE THE FOLLOWING AREA ONLY FOR FARM PRODUCTS REQUIRING EFFECTIVE FINANCING STATEMENT (EFS) FILING IN ACCORDANCE WITH FOOD SECURITY ACT OF 1985****10. This FINANCING STATEMENT AMENDMENT covers the following types (or items) of property: Indicate "A" to add or "R" to release at left side of form. (FARM PRODUCT NOTICE ONLY)**

A/R	Collateral Product Name	Collateral Product Code	Parish/Produced Code	Collateral Quantity Amount	Crop Year	Total Amount Security

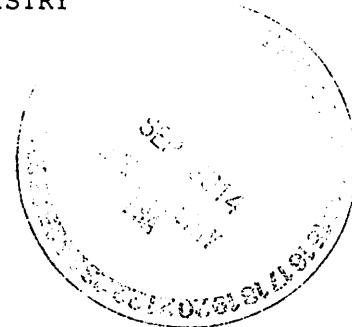
**11. Brief Description of collateral (if needed to distinguish from products not subject to security interest):****12. Reasonable description of property upon which products are produced or located:****Does Secured Party Require Joint Checks?**☐ Yes☐ No**13. Return Copy To:**

**USDA, Farm Service Agency**  
**600 Rue de Brille**  
**New Iberia, LA 70563**

**Optional: (See Instruction #9)****Signature of Debtor(s)**

LOUISIANA SECRETARY OF STATE  
OFFICE OF UNIFORM COMMERCIAL CODE/CENTRAL REGISTRY  
CONFIRMATION OF FILING

USDA, FARM SERVICE AGENCY  
2617 NORTHSIDE RD., SUITE 500  
NEW IBERIA, LA 70563



Pursuant to La.R.S.3:3656(B), this is a confirmation that the following information has been received and included within the Secretary of State's Central Registry of farm product filings. Note that this confirmation does not constitute a determination of the legal sufficiency of the filing.

Any questions regarding this notice should be directed to the Central Registry at 225.925.4701.

Tom Schedler  
Secretary of State

=====

ORIGINAL FILE NUMBER 23-12-0931	FILED 3/05/12 10:59 AM
PARISH IN WHICH FILED: IBERIA	

SUBSEQUENT FILINGS

1. AMENDMENT FILE NUMBER 23-14-3464 FILED 8/26/14 11:56 AM IBERIA  
COLLATERAL ADDED: ADD CATTLE PARISH 28 ALL HEADS, ADD CATTLE  
PARISH 23 ALL HEADS, ADD CATTLE PARISH 50 ALL HEADS

DEBTOR(S)

ARMENTOR FARMS LLC  
2410 LABIT RD.  
NEW IBERIA, LA 70560

#####7074

ARMENTOR  
2410 LABIT RD.  
NEW IBERIA, LA 70560

STEPHEN P

#####9404

SECURED PARTY

USDA, FARM SERVICE AGENCY  
2617 NORTHSIDE RD., SUITE 500  
NEW IBERIA, LA 70563

#####0000

FARM PRODUCT INFORMATION - Joint Check Required

Product Name	Prod.Code/Parish Produced	Crop Yr/Quantity	Loan Amount
Add CATTLE	3030 LAFAYETTE	ALL HEADS	ALL
Add CATTLE	3030 IBERIA	ALL HEADS	ALL
Add CATTLE	3030 ST. MARTIN	ALL HEADS	ALL

Reason.Desc: SEE ORIGINAL SECURITY AGREEMENT

## Recordation Certificate

Michael Thibodeaux  
Iberia Parish Clerk of Court  
P. O. Drawer 12010  
New Iberia, LA 70562-2010  
(337) 365-7282

### First DEBTOR

ARMENTOR FARMS LLC

Index Type : UNIFORM COMMERCIAL CODE

File Number : 2014-00003464

Type of Document : UCC-3 AMENDMENT

Recording Pages : 2

### Recorded Information

On (Recorded Date) : 08/26/2014

At (Recorded Time) : 11:56:38AM



Doc ID - 008735180002

*Aime C. Saunier*  
Deputy Clerk



**UCC-3F****Important - Read Instructions**

This FINANCING STATEMENT is presented for filing pursuant to Chapter 9 of the Louisiana Commercial Laws and 1985 Food Security Act

1. Initial Financing Statement File # **12-0931**

2. ☐ Termination - the Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above.
3. ☐ Continuation - the original Financing Statement between the Debtor and Secured Party bearing the file number shown above is still effective.
4. ☐ Assignment (full or partial). Give name of assignee in 7a or 7b and address of assignee in Item 7c: also give name of assignor in item 9.
5. ☐ Amendment (Party Information). This amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.  
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.  
☐ CHANGE name and/or address ☐ DELETE name ☐ ADD name

## 6. CURRENT RECORD INFORMATION:

6a Organization's Name

**Armentor Farms LLC**

6b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III, if applicable))

First Name

Middle Name

## 7. CHANGED (NEW) OR ADDED INFORMATION:

7a Organization's Name

7b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III, if applicable))

First Name

Middle Name

7c Mailing Address

City

State

Postal Code

Country

7d Tax ID #: SSN or EIN

Add'l Info:  
Organization7e Type of  
Organization7f Jurisdiction of  
Organization7g Organization ID # if any  
None

## 8. AMENDMENT UCC (Collateral Change): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

## 9. NAME or SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment).

9a Organization's Name

**USDA, Farm Service Agency**

9b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III), if applicable)

First Name

Middle Name

**USE THE FOLLOWING AREA ONLY FOR FARM PRODUCTS REQUIRING EFFECTIVE FINANCING STATEMENT (EFS) FILING IN ACCORDANCE WITH FOOD SECURITY ACT OF 1985**10. This FINANCING STATEMENT AMENDMENT covers the following types (or items) of property: Indicate "A" to add or "R" to release at left side of form.  
(FARM PRODUCT NOTICE ONLY)

A/R	Collateral Product Name	Collateral Product Code	Parish/Produced Code	Collateral Quantity Amount	Crop Year	Total Amount Security
A	Cattle	3030	28	All heads		
A	Cattle	3030	23	All heads		
A	Cattle	3030	50	All heads		

11. Brief Description of collateral (if needed to distinguish from products not subject to security interest):

Does Secured Party Require Joint Checks?

☒ Yes☐ No

12. Reasonable description of property upon which products are produced or located:

## 13. Return Copy To:

USDA, Farm Service Agency  
2617 Northside Rd., Suite 500  
New Iberia, LA 70563

Optional: (See Instruction #9)

Signature of Debtor(s)



LOUISIANA SECRETARY OF STATE  
OFFICE OF UNIFORM COMMERCIAL CODE/CENTRAL REGISTRY  
CONFIRMATION OF FILING

USDA, FARM SERVICE AGENCY  
2617 NORTHSIDE RD., SUITE 500  
NEW IBERIA, LA 70563



Pursuant to La.R.S.3:3656(B), this is a confirmation that the following information has been received and included within the Secretary of State's Central Registry of farm product filings. Note that this confirmation does not constitute a determination of the legal sufficiency of the filing.

This filing will lapse on 3-06-2017 unless continued or terminated. We encourage filers to take full advantage of the six month window of opportunity in which to file UCC-3 continuations. Submission of your documents at the onset of the six month window will allow ample time to rectify potential filing errors and help to assure timely recording of your filing.

Any questions regarding this notice should be directed to the Central Registry at 225.922.1193.

Tom Schedler  
Secretary of State

=====

ORIGINAL FILE NUMBER 23-12-0931

FILED 3/05/12 10:59 AM FARM FILING  
PARISH IN WHICH FILED: IBERIA

DEBTOR(S)

ARMENTOR FARMS LLC  
2410 LABIT RD.  
NEW IBERIA, LA 70560

#####7074

ARMENTOR  
2410 LABIT RD.  
NEW IBERIA, LA 70560

STEPHEN

P

#####9404

ORIGINAL SECURED PARTY

USDA, FARM SERVICE AGENCY  
2617 NORTHSIDE RD., SUITE 500  
NEW IBERIA, LA 70563

#####0000

PROPERTY

ALL FARM EQUIPMENT INCLUDING ONE, 8 X 32 CIRCLE M GOOSENECK TRAILER, 2012,  
VIN#1C9FS3228CM364002

FARM PRODUCT INFORMATION - Joint Check Required

Product Name	Prod.Code/Parish Produced	Crop Yr/Quantity	Loan Amount
HAY	1130 ST. MARTIN	ALL	ALL
HAY	1130 IBERIA	ALL	ALL
HAY	1130 LAFAYETTE	ALL	ALL

Reason.Desc: SEE ORIGINAL SECURITY AGREEMENT

## UCC-1F

Follow instructions carefully. This filing is pursuant to Chapter 9 of the Louisiana Commercial Laws and 1985 Food Security Act.

1. Debtor's exact full legal name - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names.

1a Organization's Name

Armentor Farms LLC

OR

1b Individual's Last Name (and Title of Lineage (e.g. Jr. Sr., III, if applicable))

First Name

Middle Name

1c Mailing Address

2410 Labit Rd.

City

New Iberia

State

LA

Postal Code

70560

Country

1d Tax ID #: SSN or EIN

45-3967074

Add'l info re:  
Organization  
Debtor:1e Type of  
Organization1f Jurisdiction of  
Organization1g Organizational ID #, if any  
☐ None

2. Additional debtor's exact full legal name - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names.

2a Organization's Name

OR

2b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III), if applicable)

First Name

Middle Name

Armentor

Stephen

P

2c Mailing Address

2410 Labit Rd.

City

New Iberia

State

LA

Postal Code

70560

Country

2d Tax ID #: SSN or EIN

433-69-9404

Add'l info re:  
Organization  
Debtor:2e Type of  
Organization2f Jurisdiction of  
Organization2g Organizational ID #, if any  
☐ NoneSECURED PARTY INFORMATION: Secured Party's Name (or Name of Total Assignee of Assignor S/P) - insert only one secured party name (3a or 3b)

3a Organization's Name

USDA, Farm Service Agency

OR

3b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III), if applicable)

First Name

Middle Name

3c Mailing Address

2617 Northside Rd., Suite 500

City

New Iberia

State

LA

Postal Code

70563

Country

## PROPERTY INFORMATION

4. This FINANCING STATEMENT covers the following collateral:

All farm equipment including

One, 8 X 32 Circle M Gooseneck trailer, 2012, VIN#1C9FS3228CM364002

5. ☐ Products of collateral are also covered.

INDICATE NUMBER OF ADDITIONAL SHEETS \_\_\_\_\_

USE THE FOLLOWING AREA ONLY FOR FARM PRODUCTS REQUIRING EFFECTIVE FINANCING STATEMENT (EFS) FILING IN ACCORDANCE WITH FOOD SECURITY ACT OF 1985

6. This FINANCING STATEMENT covers the following types (of items) of property:

Collateral Product Name	Collateral Product Code	Parish/Produced Code	Collateral Quantity Amount	Crop Year	Total Amount Security
Hay	1130	50	All		
Hay	1130	23	All		
Hay	1130	28	All		

7. Brief Description of collateral (if needed to distinguish from products not subject to security interest):

8. Reasonable description of property (see instruction #5) upon which products are produced or located:

See original Security Agreement

Does Secured Party Require Joint Checks?  
☒ Yes ☐ No9. Return copy to: USDA, Farm Service Agency  
2617 Northside Rd., Suite 500  
New Iberia, LA 70563

Optional: (See Instruction #6)

Signature of Debtor(s) \_\_\_\_\_

10. CHECK TO REQUEST SEARCH REPORT(S) ON DEBTOR(S)  
(ADDITIONAL FEE REQUIRED)☒ ALL DEBTORS  
☐ DEBTOR #1  
☐ DEBTOR #2